

## **APPENDIX A**

**Water users that could receive floodwater and associated U.S.G.S. quadrangle names and county information for those entities**

**Appendix A. Water districts, users, and groundwater banks that could receive surplus water and associated U.S.G.S. quadrangle names and county information for those entities.**

<b>Water District/User/Bank</b>	<b>U.S.G.S. Quadrangle</b>	<b>County(ies) Covered by Quadrangle</b>
Arvin-Edison Water Storage District	Arvin Bear Mountain Bena Coal Oil Canyon Edison Lamont Mettler Oil Center Rio Bravo Ranch Tejon Hills Weed Patch	Kern Kern Kern Kern Kern Kern Kern Kern Kern Kern Kern
Berrenda Mesa Project Area	Stevens	Kern
Berrenda Mesa Participant – Berrenda Mesa Water District	Antelope Plain Blackwells Corner Emigrant Hill Orchard Peak Packwood Creek Sawtooth Ridge Shale Point	Kern Kern Kern Kern/San Luis Obispo Kern/San Luis Obispo Kern Kern
Berrenda Mesa Participant – Belridge Water Storage District	Belridge Blackwells Corner Carneros Rocks Lokern Lost Hills Semitropic Shale Point	Kern Kern Kern Kern Kern Kern Kern
Berrenda Mesa Participant – Lost Hills Water District	Antelope Plain Avenal Gap Blackwells Corner Emigrant Hill Lone Tree Well Lost Hills Lost Hills NW West Camp	Kern Kern/Kings* Kern Kern Kern/Kings* Kern Kern Kern/Kings*

Berrenda Mesa Participant –  
Wheeler Ridge-Maricopa Water

Buena Vista Lake  
Bed/Mouth of Kern

Kern

**Appendix A. Water districts, users, and groundwater banks that could receive surplus water and associated U.S.G.S. quadrangle names and county information for those entities.**

<b>Water District/User/Bank</b>	<b>U.S.G.S. Quadrangle</b>	<b>County(ies) Covered by Quadrangle</b>
Storage District	Coal Oil Canyon Conner Conner SW Grapevine Maricopa Mettler Millux Pastoria Creek Pentland Pleito Hills Tejon Hills Tejon Ranch Weed Patch	Kern Kern Kern Kern/Ventura Kern/San Luis Obispo Kern Kern Kern Kern Kern Kern Kern Kern Kern
City of Bakersfield 2800 Acres Recharge Facility	Stevens	Kern
City of Lindsay Water Service Area	Lindsay	Tulare
City of Orange Cove	Orange Cove North Orange Cove South	Fresno / Tulare Fresno / Tulare
City of Visalia	Exeter Goshen Visalia	Tulare Tulare Tulare
County of Tulare - Alpaugh Irrigation District	Allensworth Alpaugh Hacienda Ranch Hacienda Ranch NE Wasco NW	Kern/Tulare Tulare Kern/Kings*/Tulare Kings*/Tulare Kern
County of Tulare - Atwell Island Water District	Allensworth Alpaugh Hacienda Ranch Hacienda Ranch NE	Kern/Tulare Tulare Kern/Kings*/Tulare Kings*/Tulare
County of Tulare - Saucelito Irrigation District	Ducor Porterville Sausalito School Woodville	Tulare Tulare Tulare Tulare
County of Tulare - Smallwood Vineyards	Ducor	Tulare
County of Tulare - Strathmore P.U.D.	Lindsay	Tulare
County of Tulare - Styro-Tek, Inc.	Delano East	Kern/Tulare

**Appendix A. Water districts, users, and groundwater banks that could receive surplus water and associated U.S.G.S. quadrangle names and county information for those entities.**

<b>Water District/User/Bank</b>	<b>U.S.G.S. Quadrangle</b>	<b>County(ies) Covered by Quadrangle</b>
Delano-Earlimart Irrigation District	Delano East Delano West Ducor McFarland Pixley Sausalito School	Kern/Tulare Kern/Tulare Tulare Kern Tulare Tulare
Exeter Irrigation District	Cairns Corner Exeter Lindsay Rocky Hill	Tulare Tulare Tulare Tulare
Fresno Irrigation District	Academy Biola Caruthers Clovis Conejo Fresno North Fresno South Friant Gravelly Ford Herndon Jamesan Kearney Park Kerman Malaga Piedra Raisin Round Mtn Sanger Wahtoke	Fresno Fresno / Madera Fresno Fresno Fresno Fresno / Madera Fresno Fresno / Madera Fresno / Madera Fresno / Madera Fresno Fresno Fresno Fresno Fresno Fresno Fresno Fresno Fresno
Hills Valley Water District	Orange Cove North	Fresno / Tulare
Ivanhoe Irrigation District	Exeter Ivanhoe	Tulare Tulare
Kern National Wildlife Reserve	Lost Hills NE Lost Hills NW	Kern Kern
Kern-Tulare Irrigation District		
	Deepwell Ranch Delano East Ducor McFarland	Kern Kern/Tulare Tulare Kern

**Appendix A. Water districts, users, and groundwater banks that could receive surplus water and associated U.S.G.S. quadrangle names and county information for those entities.**

<b>Water District/User/Bank</b>	<b>U.S.G.S. Quadrangle</b>	<b>County(ies) Covered by Quadrangle</b>
	North of Oildale Richgrove	Kern Kern/Tulare
Kern Water Bank Project Area	Stevens Tupman	Kern Kern
Kern Water Bank Member – Dudley Ridge Water District	Avenal Gap Dudley Ridge Kettleman City Los Viejos West Camp	Kings*/Kern Kings* Kings* Kings* Kings*/Kern
Kern Water Bank Member – KCWA Improvement District No. 4	Gosford Lamont Oildale Oil Center Rosedale Stevens	Kern Kern Kern Kern Kern Kern
Kern Water Bank Member – Semitropic Water Storage District	Allensworth Button Willow Delano West Hacienda Ranch Lone Tree Well Lokern Lost Hills Lost Hills NE Lost Hills NW Pond Rio Bravo Semitropic Wasco Wasco NW	Tulare/Kern Kern Tulare/Kern Kings/Kern/Tulare Kern/Kings* Kern Kern Kern Kern Kern Kern Kern Kern
Kern Water Bank Member – Tejon- Castaic Water District	Grapevine Frazier Mountain  Lebec  Pastoria Creek	Kern/Ventura Kern/Ventura/ Los Angeles Los Angeles/ Kern/Ventura Kern
Kern Water Bank Member – Westside Mutual Water Company	Antelope Plain Avenal Gap Belridge Blackwells Corner Carneros Rocks	Kern Kern/Kings* Kern Kern Kern

**Appendix A. Water districts, users, and groundwater banks that could receive surplus water and associated U.S.G.S. quadrangle names and county information for those entities.**

Water District/User/Bank	U.S.G.S. Quadrangle	County(ies) Covered by Quadrangle
	Deepwell Ranch Dudley Ridge Emigrant Hill Famoso Los Viejos Lost Hills Lost Hills NW McFarland North of Oildale Pond Rio Bravo Rosedale Sawtooth Ridge Shale Point Stevens Wasco West Camp	Kern Kings* Kern Kern Kings* Kern Kern Kern Kern Kern Kern Kern Kern Kern Kern Kern Kern/Kings*
Kern Water Bank Member – Wheeler Ridge – Maricopa Water Storage District	Buena Vista Lake Bed/Mouth of Kern Coal Oil Canyon Conner Conner SW Grapevine Maricopa Mettler Millux Pastoria Creek Pentland Pleito Hills Tejon Hills Tejon Ranch Weed Patch	Kern Kern Kern Kern Kern/Ventura Kern/San Luis Obispo Kern Kern Kern Kern Kern Kern Kern Kern Kern
Lewis Creek Water District	Cairns Corner Lindsay Rocky Hill	Tulare Tulare Tulare
Lindmore Irrigation District	Cairns Corner Lindsay Porterville Woodville	Tulare Tulare Tulare Tulare
Lindsay-Strathmore Irrigation District	Frazier Valley Lindsay	Tulare Tulare

**Appendix A. Water districts, users, and groundwater banks that could receive surplus water and associated U.S.G.S. quadrangle names and county information for those entities.**

<b>Water District/User/Bank</b>	<b>U.S.G.S. Quadrangle</b>	<b>County(ies) Covered by Quadrangle</b>
	Rocky Hill	Tulare
Lower Tule River Delta Irrigation District	Cairns Corner Corcoran Porterville Taylor Weir Tipton Tulare Woodville	Tulare Kings*/Tulare Tulare Tulare Tulare Tulare Tulare
North Kern Water Storage District	Famoso Gosford McFarland Oil Center Oildale Pond Rosedale Stevens Tupman Wasco	Kern Kern Kern Kern Kern Kern Kern Kern Kern Kern
Orange Cove Irrigation District	Orange Cove N Orange Cove S Stokes Mtn Wahtoke	Fresno / Tulare Fresno / Tulare Tulare Fresno
Pioneer Project Area	Stevens	Kern
Pioneer Project Recharge Participant – Buena Vista WSD	Buena Vista Lakebed/Mouth of Kern Button Willow Conner East Elk Hills Lokern Lost Hills Millux Semitropic Tupman West Elk Hills	Kern Kern Kern Kern Kern Kern Kern Kern Kern Kern
Pioneer Project Recharge Participant – Kern Delta WD	Arvin Coal Oil Canyon Conner Gosford Lamont Millux	Kern Kern Kern Kern Kern Kern

**Appendix A. Water districts, users, and groundwater banks that could receive surplus water and associated U.S.G.S. quadrangle names and county information for those entities.**

<b>Water District/User/Bank</b>	<b>U.S.G.S. Quadrangle</b>	<b>County(ies) Covered by Quadrangle</b>
	Stevens	Kern
	Weed Patch	Kern
Pioneer Project Recharge Participant – Henry Miller WD	Buena Vista Lakebed/Mouth of Kern Millux	Kern  Kern
Pioneer Project Recharge Participant – Rosedale Rio-Bravo WSD	Button Willow East Elk Hills Gosford Oildale Rio Bravo Rosedale Stevens Tupman	Kern Kern Kern Kern Kern Kern Kern Kern
Pioneer Project Recovery Participant - Belridge WSD	Belridge Blackwells Corner Carneros Rocks Lokern Lost Hills Semitropic Shale Point	Kern Kern Kern Kern Kern Kern Kern
Pioneer Project Recovery Participant – Berrenda Mesa WD	Antelope Plain Blackwells Corner Emigrant Hill Orchard Peak Packwood Creek Sawtooth Ridge Shale Point	Kern Kern Kern Kern/San Luis Obispo Kern/San Luis Obispo Kern Kern
Pioneer Project Recovery Participant – Lost Hills WD	Antelope Plain Avenal Gap Blackwells Corner Emigrant Hill Lone Tree Well Lost Hills Lost Hills NW West Camp	Kern Kern/Kings* Kern Kern Kern/Kings* Kern Kern Kern/Kings*



**Appendix A. Water districts, users, and groundwater banks that could receive surplus water and associated U.S.G.S. quadrangle names and county information for those entities.**

<b>Water District/User/Bank</b>	<b>U.S.G.S. Quadrangle</b>	<b>County(ies) Covered by Quadrangle</b>
Pioneer Project Recovery Participant – KCWA Improvement District No. 4	Gosford Lamont Oildale Oil Center Rosedale Stevens	Kern Kern Kern Kern Kern Kern
Pioneer Project Recovery Participant – Semitropic WSD	Allensworth Button Willow Delano West Hacienda Ranch Lokern Lone Tree Well Lost Hills Lost Hills NE Lost Hills NW Pond Rio Bravo Semitropic Wasco	Tulare/Kern Kern Tulare/Kern Kings/Kern/Tulare Kern Kern/Kings* Kern Kern Kern Kern Kern Kern Kern
Pioneer Project Recovery Participant – Tejon-Castaic WD	Grapevine Frazier Mountain  Lebec Pastoria Creek	Kern/Ventura Kern/Ventura/ Los Angeles LosAngeles/Kern/Ventura Kern
Pioneer Project Recovery Participant – Wheeler Ridge- Maricopa WSD	Buena Vista Lakebed/Mouth of Kern Coal Oil Canyon Conner Conner SW Grapevine Maricopa  Mettler Millux Pastoria Creek Pentland Pleito Hills Tejon Hills Tejon Ranch Weed Patch	Kern  Kern Kern Kern Kern/Ventura Kern/San Luis Obispo  Kern Kern Kern Kern Kern Kern Kern
Pixley Irrigation District	Alpaugh	Tulare

**Appendix A. Water districts, users, and groundwater banks that could receive surplus water and associated U.S.G.S. quadrangle names and county information for those entities.**

<b>Water District/User/Bank</b>	<b>U.S.G.S. Quadrangle</b>	<b>County(ies) Covered by Quadrangle</b>
	Pixley Sausalito School Taylor Weir Tipton Woodville	Tulare Tulare Tulare Tulare Tulare
Pixley National Wildlife Reserve	Alpaugh Pixley	Tulare Tulare
Porterville Irrigation District	Porterville Woodville	Tulare Tulare
Rag Gulch Water District	Deepwell Ranch Delano East Richgrove	Kern Kern/Tulare Kern/Tulare
Saucelito Irrigation District	Ducor Porterville Sausalito School Woodville	Tulare Tulare Tulare Tulare
Semitropic Water District	Allensworth Buttonwillow Delano West Hacienda Ranch Lokern Lone Tree Well Lost Hills Lost Hills NE Lost Hills NW Pond Rio Bravo Semitropic Wasco Wasco NW Wasco SW	Kern Kern Kern Kern Kern Kern Kern Kern Kern Kern Kern Kern Kern Kern Kern
Shafter-Wasco Irrigation District	Famoso Pond Rio Bravo Rosedale Wasco Wasco NW Wasco SW	Kern Kern Kern Kern Kern Kern Kern
Southern San Joaquin Municipal Utility District	Deepwell Ranch Delano East Delano West	Kern Kern/Tulare Kern/Tulare

**Appendix A. Water districts, users, and groundwater banks that could receive surplus water and associated U.S.G.S. quadrangle names and county information for those entities.**

<b>Water District/User/Bank</b>	<b>U.S.G.S. Quadrangle</b>	<b>County(ies) Covered by Quadrangle</b>
	Famoso McFarland Pond	Kern Kern Kern
Stone Corral	Ivanhoe Stokes Mtn	Tulare Tulare
Tea Pot Dome Water District	Porterville Success Dam	Tulare Tulare
Terra Bella Irrigation District	Ducor Fountain Springs Success Dam	Tulare Tulare Tulare
Tri Valley Water District	Orange Cove North Wahtoke	Fresno / Tulare Fresno

\* Lands in Kings County are not likely to dispose of floodwater under the proposed Contract since the purpose is to pump floodwater adversely affecting the District.

## **APPENDIX B**

**Draft Temporary Contract between the United States and Delta Lands Reclamation District No. 770 for Conveyance of Non-Project Water**

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
Central Valley Project, California

TEMPORARY CONTRACT BETWEEN THE UNITED STATES  
AND DELTA LANDS RECLAMATION DISTRICT NO. 770  
FOR CONVEYANCE OF NON-PROJECT WATER

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DRAFT

Contract No. **08-WC-20-3678**

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
Central Valley Project, California

TEMPORARY CONTRACT BETWEEN THE UNITED STATES  
AND DELTA LANDS RECLAMATION DISTRICT NO. 770  
FOR CONVEYANCE OF NON-PROJECT WATER

THIS CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_,  
2008, pursuant to the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or  
supplementary thereto, including the Act of February 21, 1911 (36 Stat. 925), the Act of  
August 26, 1937  
(50 Stat. 844) and Section 305 of the Reclamation States Emergency Drought Relief Act of  
1991, enacted March 5, 1992 (106 Stat. 59), all collectively hereinafter referred to as the  
Federal Reclamation laws, between the UNITED STATES OF AMERICA, hereinafter  
referred to as the United States, represented by the officer executing this Contract,  
hereinafter referred to as the Contracting Officer, and DELTA LANDS RECLAMATION  
DISTRICT NO. 770, a public agency of the State of California, hereinafter referred to as  
the Contractor;

WITNESSETH, That:

EXPLANATORY RECITALS

[1<sup>st</sup>] WHEREAS, the United States has constructed and is operating the  
Central Valley Project (Project), California, for diversion, storage, carriage, distribution  
and beneficial use, for flood control, irrigation, municipal, domestic, industrial, fish and

wildlife mitigation, protection and restoration, generation and distribution of electric energy, salinity control, navigation and other beneficial uses, of waters of the Sacramento River, the American River, the Trinity River, and the San Joaquin River and their tributaries; and

[2<sup>nd</sup>] WHEREAS, pursuant to the Act of February 21, 1911 (36 Stat. 925), commonly referred to as the Warren Act, the Secretary of the Interior may enter into contracts for the impoundment, storage, and carriage of non-Project water to the extent the Project facilities have Excess Capacity, and any such contracts shall be upon terms and conditions as the Secretary determines to be just and equitable; and

[3<sup>rd</sup>] WHEREAS, the Contractor is responsible for protecting lands within its boundaries from floods, and during periods of excessive rainfall, flood waters from the Kings, Kaweah, and/or Tule Rivers can reach the Contractor's boundaries, causing damage to farm land or other property and/or jeopardizing public safety; and

[4<sup>th</sup>] WHEREAS, beginning in 1978, through a series of letter agreements and contracts, made pursuant to the Warren Act, the Contractor has used Excess Capacity in Friant Division Project Facilities to convey flood flows from the Kings, Kaweah, and Tule Rivers, hereinafter referred to as Non-Project Water, during periods of excessive rainfall to help alleviate damage to farm land, property and crops, and risk to public safety within the Contractor's boundaries; and

[5<sup>th</sup>] WHEREAS, the Contractor's most recent Warren Act contract, Contract



No. **07-WC-20-3533, dated January 19, 2007, expired August 1, 2007**, and the Contractor desires to enter into a long-term Warren Act contract to use Excess Capacity in the Friant Division Project Facilities to divert flood flows from said Rivers during periods of excessive rainfall; and

[6<sup>th</sup>] WHEREAS, until the long-term Warren Act contract can be executed, it is the intention of the parties hereto to enter into a temporary contract pursuant to the Warren Act for use of Excess Capacity in the Friant Division Project Facilities for the conveyance of excess flood flows from said Rivers; and

[7<sup>th</sup>] WHEREAS, to the extent Excess Capacity is available, the United States is willing to convey said flood flows through the Friant Division Project Facilities in accordance with the terms and conditions hereinafter stated.

NOW, THEREFORE, in consideration of the covenants herein contained, the parties agree as follows:

#### DEFINITIONS

1. When used herein unless otherwise distinctly expressed, or manifestly incompatible with the intent of the parties as expressed in this Contract, the term:

(a) “Calendar Year” shall mean the period January 1 through December 31,

both dates inclusive;

(b) “Contracting Officer” shall mean the Secretary of the Interior’s  
duly

authorized representative acting pursuant to this Contract or applicable

Reclamation law or regulation;

(c) “Excess Capacity” shall mean conveyance capacity in the Friant Division Project Facilities in excess of that capacity needed to meet the Project’s authorized purposes, as determined solely by the Contracting Officer, which may be made available for the conveyance of Non-Project Water;

(d) “Friant Division Project Facilities” shall mean the Friant-Kern Canal, a feature of the Friant Division, Central Valley Project;

(e) “Non-Project Water” shall mean water that is acquired by or made available to the Contractor and that is not appropriated by the United States from the source(s) identified in Exhibit A, a copy of which is attached hereto and incorporated herein by reference;

(f) “Operating Non-Federal Entity” shall mean a Non-Federal entity, or its successors or assigns, which has the obligation to operate and maintain all or a portion of the Friant Division Project Facilities pursuant to an agreement with the United States and which may have funding obligations with respect thereto. When this Contract was entered into, the Operating Non-Federal Entity was the Friant Water Authority;

(g) “Project” shall mean the Central Valley Project, owned by the United States and managed by the Department of the Interior, Bureau of Reclamation;

(h) “Rates” shall mean the amount to be paid to the United States for

Non-Project Water conveyed pursuant to this Contract as set forth in Exhibit B.

The Rates shall be determined each Year by the Contracting Officer in accordance with the then-current water ratesetting policies for the Project, and Exhibit B shall be revised accordingly.

(i) “Secretary” shall mean the Secretary of the Interior, a duly appointed successor, or an authorized representative acting pursuant to any authority of the Secretary and through any agency of the Department of the Interior.

(j) “Year” shall mean the period from and including March 1 of each Calendar Year through the last day of February of the following Calendar Year.

#### TERM OF CONTRACT

2. This Contract shall become effective on the date first hereinabove written and shall remain in effect through **December 31, 2008, or sooner if a long-term contract is executed**; *Provided*, That upon written notice to the Contractor, this Contract may be terminated by the Contracting Officer, at an earlier date if the Contracting Officer determines that the Contractor has not been complying with any terms or conditions of this Contract.

#### INTRODUCTION, CONVEYANCE, AND DISCHARGE OF NON-PROJECT WATER

3. (a) Subject to the availability of Excess Capacity, as determined solely by the Contracting Officer, and in accordance with a written schedule, or any revision(s)

thereof, submitted to the Contracting Officer and the Operating Non-Federal Entity, the Contractor may cause Non-Project Water from one or more of the sources listed in Exhibit A to be introduced into the Friant Division Project Facilities for flood control purposes. The schedule or revision(s) shall be in a form acceptable to the Contracting Officer and shall be approved by the Contracting Officer prior to the introduction of Non-Project Water into the Friant Division Project Facilities. The introduction of the Non-Project Water shall be by pump(s) and appurtenant structures installed, operated, and maintained by the Contractor for flood control purposes at the locations set forth in the short-term license referenced in subdivision (c) of Article 4 herein.

(b) The Contracting Officer or the Operating Non-Federal Entity shall convey the Non-Project Water, through Excess Capacity in the Friant Division Project Facilities from the point(s) of introduction to an existing gate at the terminus of the Friant Division Project Facilities for discharge into the Kern River, at which point it will be abandoned by the Contractor. The Non-Project Water conveyed pursuant to this Contract shall not be sold, transferred, or exchanged by the Contractor.

(c) The amount of Non-Project Water to be introduced into the Friant Division Project Facilities by the Contractor for conveyance through Excess Capacity in the said facilities during the term of this Contract shall not exceed 250,000 acre-feet. The Non-Project Water discharged into the Kern River at the terminus of the Friant Division Project Facilities pursuant to this Contract shall not exceed the total quantity of Non-Project Water introduced by the Contractor into the Friant Division Project Facilities, less 5 percent for conveyance losses.

(d) The introduction of Non-Project Water into the Project Facilities by the Contractor shall be conditioned upon compliance by the Contractor with the environmental measures described in the environmental documentation prepared in connection with the execution of this Contract, including all applicable requirements developed pursuant to Section 7 of the Endangered Species Act of 1973, as amended, or any changes in the environmental measures that may result from review of the Floodwater Report and Delivery Plan prepared in connection with this Contract.

(e) The introduction of Non-Project Water into the Friant Division Project Facilities by the Contractor shall be conditioned upon compliance by the Contractor with the terms of such other operations procedures as are approved from time to time in writing by the Contractor and the Contracting Officer in consultation with the Operating Non-Federal Entity.

#### PERMITS, LICENSES, AND THIRD PARTY AGREEMENTS

4. (a) The Contractor and the Contracting Officer acknowledge that this Contract does not grant any permission or entitlement to the Contractor to divert Non-Project Water to be conveyed pursuant to this Contract from the source(s) identified on Exhibit A. The Contractor shall be responsible for obtaining the requisite permission or entitlement to divert the Non-Project Water from such source(s). Prior to the introduction of the Non-Project Water into the Friant Division Project Facilities, the Contractor shall provide for the Contracting Officer's approval a copy of a written agreement or letter from the respective watermasters confirming that the watermaster does not object to the Contractor diverting excess flood flows into the

Friant Division Project Facilities for subsequent placement into the Kern River. The written agreement or letter shall specify the terms and conditions applicable to the Contractor's diversion of such flood flows into the Friant Division Project Facilities and the time frame covered by such agreement or letter.

(b) The Contractor and the Contracting Officer acknowledge that this Contract does not grant any permission or entitlement to the Contractor to discharge the Non-Project Water conveyed pursuant to this Contract into the Kern River. The Contractor shall be responsible for making the necessary advance arrangements with the Kern River watermaster to allow Non-Project Water to be discharged from the existing gate at the terminus of the

Friant Division Project Facilities for placement into the Kern River, at which point it will be abandoned by the Contractor. Prior to the introduction of the Non-Project Water into the

Friant Division Project Facilities, the Contractor shall provide for the Contracting Officer's approval a copy of a written agreement or letter from the Kern River watermaster confirming that the watermaster has agreed to accept the Non-Project Water into the Kern River. The written agreement or letter shall specify the terms and conditions applicable to the watermaster's acceptance of the Non-Project Water discharged into the Kern River and the time frame covered by such agreement or letter.

(c) The pump(s) and the appurtenant structures necessary to introduce the

Non-Project Water into the Friant Division Project Facilities shall be provided, installed,

operated, and maintained by and at the Contractor's expense, and shall be subject to the issuance of and compliance with the Short-Term License for the Erection, Maintenance, Operation and Storage of Temporary Structures between the United States Bureau of Reclamation and the District (Contract No. 08-LC-20-9642). The Contractor shall be responsible for all energy costs and other expenses associated with the operation of such pumps and facilities.

(d) The introduction of Non-Project Water into the Friant Division Project Facilities by the Contractor shall be conditioned upon the execution by the Contractor of an agreement with the Operating Non-Federal Entity, acceptable to the Contracting Officer, addressing water quality, priority of service, payment of operation and maintenance charges, and other operational issues, and an agreement with the Friant Power Authority addressing the mitigation of power revenue impacts. If the Contracting Officer determines that the Contractor has not complied with said agreements, the Contracting Officer may terminate this Contract.

#### MEASUREMENT OF WATER

5. (a) The Non-Project Water introduced into the Friant Division Project Facilities shall be measured and recorded by the Contractor with devices approved by the Contracting Officer. The Contractor shall maintain accurate records of the quantity of Non-Project Water, expressed in acre-feet, introduced into the Friant Division Project Facilities and shall provide such records to the Contracting Officer and Operating Non-Federal Entity each month and otherwise upon request. In addition, the Contractor shall provide a Floodwater Report and Delivery Plan to the Contracting Officer by January 31,

2009, in a form acceptable to the Contracting Officer. Upon the request of either party, the Contractor and the Contracting Officer shall investigate the accuracy of the measuring and recording devices required by this Contract and the Contractor shall promptly correct any errors in measurement or recording disclosed by such investigation. If such devices are found to be defective or inaccurate, the Contractor shall make such necessary adjustments, repairs, or replacements without expense to the United States. In the event the Contractor neglects or fails to make such adjustments, repairs, or replacements within a reasonable time and to the reasonable satisfaction of the Contracting Officer, the Contracting Officer shall determine the appropriate measurements to be used to implement this Contract pending the Contractor's completion of the necessary adjustments, repairs, or replacements.

(b) The Operating Non-Federal Entity shall be responsible for measuring the quantity of Non-Project Water discharged into the Kern River through the existing gate at the terminus of the Friant-Division Project Facilities and shall maintain accurate records of such discharges of Non-Project Water and shall provide such records to the Contracting Officer and the Contractor monthly and otherwise upon request. Upon the request of the Contractor, the Contracting Officer or the designated Operating Non-Federal Entity shall investigate the accuracy of such measurements and shall take any necessary steps to adjust any errors appearing therein.

#### PAYMENTS



6. (a) Prior to execution of this Contract, the Contractor shall pay to the United States the sum of Five Hundred Dollars (\$500) which shall constitute an administrative charge hereunder.

(b) At the time the Contractor submits a schedule, or any revision thereof pursuant to subdivision (a) of Article 3, the Contractor shall make an advance payment to the United States equal to the total amount payable pursuant to the applicable Rates shown on the appropriate Exhibit B for each acre-foot of Non-Project Water scheduled to be introduced into and conveyed through the Friant Division Project Facilities during the next two calendar months of the Year. Before the end of the first month and before the end of each calendar month thereafter, the Contractor shall make an advance payment to the United States, at the Rates set pursuant to subdivision (b) of this Article, for the Non-Project Water scheduled to be introduced into and conveyed through the Friant Division Project Facilities during the second month immediately following. Adjustments between advance payments for Non-Project Water scheduled and payments at Rates due for the quantity of Non-Project Water actually introduced and conveyed through the Friant Division Project Facilities shall be made before the end of the following month: *Provided*, That any revised schedule submitted by the Contractor pursuant to Article 3 of this Contract which increases the amount of Non-Project Water introduced into and conveyed through the Friant Division Project Facilities pursuant to this Contract during any month shall be accompanied with appropriate advance payment, at the Rates set forth in Exhibit B, to assure that Non-Project Water is not introduced into and conveyed through the Friant Division Project Facilities in advance of such payment.

In any month in which the quantity of Non-Project Water introduced into and conveyed through the Friant Division Project Facilities pursuant to this Contract equals the quantity of Non-Project Water scheduled and paid for by the Contractor, no additional Non-Project Water shall be introduced into the Friant Division Project Facilities by the Contractor unless and until an advance payment at the Rates shown in Exhibit B is made for such additional Non-Project Water. Final adjustment between the advance payments for the Non-Project Water scheduled and payments for the quantities of Non-Project Water conveyed during the term of this Contract shall be made as soon as practicable but no later than 30 calendar days after this Contract terminates. Non-Project Water shall not be conveyed for the Contractor prior to such payment being received by the Contracting Officer: *Provided*, That the Contractor is not required to initially schedule the maximum quantity of Non-Project Water for which the Contractor desires conveyance during the term of this Contract.

(c) All payments made by the Contractor pursuant to subdivision (b) of this Article shall be covered into the Reclamation Fund pursuant to Section 3 of the Act of February 21, 1911.

(d) All payments from the Contractor to the United States under this Contract shall be by the medium requested by the United States on or before the date payment is due. The requirement method of payment may include checks, wire transfers, or other types of payment specified by the United States.

(e) Upon execution of the Contract, the Contractor shall furnish the Contracting Officer with the Contractor's taxpayer's identification number (TIN). The purpose for requiring the Contractor's TIN is for collecting and reporting any delinquent amounts arising out of the Contractor's relationship with the United States.

## ADJUSTMENTS

7. The amount of any overpayment by the Contractor by reason of the quantity of Non-Project Water conveyed pursuant to this Contract, as conclusively determined by the Contracting Officer, having been less than the quantity which the Contractor otherwise under the provisions of this Contract would have been required to pay for, shall be applied first to any accrued indebtedness arising out of this Contract then due and owing to the United States by the Contractor. Any amount of such overpayment then remaining shall be refunded to the Contractor.

## CHARGES FOR DELINQUENT PAYMENTS

8. (a) The Contractor shall be subject to interest, administrative, and penalty charges on delinquent payments. If a payment is not received by the due date, the Contractor shall pay an interest charge on the delinquent payment for each day the payment is delinquent beyond the due date. If a payment becomes 60 days delinquent, in addition to the interest charge, the Contractor shall pay an administrative charge to cover additional costs of billing and processing the delinquent payment. If a payment is delinquent 90 days or more, in addition to the interest and administrative charges, the Contractor shall pay a penalty charge for each day the payment is delinquent beyond the due date, based on the remaining balance of the payment due at the rate of 6 percent per year. The Contractor shall also pay any fees incurred for debt collection services associated with a delinquent payment.

(b) The interest charge rate shall be the greater of either the rate prescribed quarterly in the Federal Register by the Department of the Treasury for application to overdue payments or the interest rate of 0.5 percent per month. The interest charge rate will be determined as of the due date and remain fixed for the duration of the delinquent period.

(c) When a partial payment on a delinquent account is received, the amount received shall be applied first to the penalty charges, second to the administrative charges, third to the accrued interest, and finally to the overdue payment.

#### OPERATION AND MAINTENANCE BY OPERATING NON-FEDERAL ENTITY

9. (a) The operation and maintenance of all or a portion of the Friant Division Project Facilities which serve the Contractor, and responsibility for funding a portion of the costs of such operation and maintenance, have been transferred to the Operating Non-Federal Entity by separate agreement between the United States and the Operating Non-Federal Entity. That separate agreement shall not interfere with or affect the rights or obligations of the Contractor or the United States hereunder.

(b) The Contractor shall pay directly to the Operating Non-Federal Entity, or to any successor approved by the Contracting Officer, under the terms and conditions of the separate agreement between the United States and the Operating Non-Federal Entity described in subdivision (a) of this Article, all rates, charges, or assessments of any kind, including any assessment for reserve funds, which the Operating Non-Federal Entity or such successor determines, sets, or establishes for the operation and maintenance of the Friant Division Project Facilities operated and maintained by the Operating Non-Federal Entity or such successor.

(c) For so long as the operation and maintenance of any portion of the Friant Division Project Facilities serving the Contractor is performed by the Operating Non-Federal Entity, or any successor thereto, the Contracting Officer shall adjust those components of the Rates for water conveyed under this Contract by deleting the cost associated with the activity being performed by the Operating Non-Federal Entity or its successor.

(d) In the event the United States reassumes the operation and maintenance of the Friant Division Project Facilities previously performed by the Operating Non-Federal Entity pursuant to the separate agreement with the United States described in subdivision (a) of this Article, the Contracting Officer shall so notify the Contractor, in writing, and revise Exhibits B to include the portion of the Rates to be paid by the Contractor for conveyance of water under this Contract representing the operation and maintenance costs of the portion of the Friant Division Project Facilities which have been reassumed. The Contractor shall, thereafter, in the absence of written notification from the Contracting Officer to the contrary, pay the Rates, specified in the revised Exhibit B, directly to the United States in compliance with Article 6 of this Contract.

#### COMPLIANCE WITH RECLAMATION LAWS

10. This Contract shall be implemented in accordance with all applicable provisions of Federal Reclamation law, as amended and supplemented.

#### UNITED STATES NOT LIABLE

11. (a) The United States shall not be responsible for the control, care, or distribution of the Non-Project Water before it is introduced into or after it is discharged from the Friant Division Project Facilities. It is specifically understood by the parties that the United States is only providing conveyance capacity for the Non-Project Water and does not claim any interest in the acquisition or use of the Non-Project Water beyond the terms specifically set forth in this Contract.

(b) The Contractor shall indemnify and hold the United States, its officers, agents, and employees, including the Operating Non-Federal Entity, harmless from legal liability for damages of any nature whatsoever arising out of any actions or omissions of the Contractor and its respective officers, agents, and employees, resulting from the Contractor's performance of this Contract, including its entitlement to divert and the manner or method in which it diverts the Non-Project Water from the sources identified on Exhibit A, its entitlement to abandon the Non-Project Water into the Kern River, and the manner or method in which the Non-Project Water is discharged into the Kern River. The Contractor further releases the United States, its officers, agents, or employees, including the Operating Non-Federal Entity, from every claim for damage to persons or property, direct or indirect, resulting from the Contracting Officer's determinations of the amount of Excess Capacity available in the Friant Division Project Facilities for the conveyance of the Contractor's Non-Project Water, any determination that the introduction of Non-Project Water into the Friant Division Project Facilities must be terminated, and the elimination from Exhibit A of any source(s) of Non-Project Water. Nothing contained in this Article shall be construed as an assumption of liability by the Contractor with respect to such matters.

#### OPINIONS AND DETERMINATIONS

12. (a) Where the terms of this Contract provide for actions to be based upon the opinion or determination of either party to this Contract, said terms shall not be construed as permitting such action to be predicated upon arbitrary, capricious, or unreasonable opinions or determinations. Both parties, notwithstanding any other

provisions of this Contract, expressly reserve the right to seek relief from and appropriate adjustment for any such arbitrary, capricious, or unreasonable opinion or determination.

Each opinion or determination by either party shall be provided in a timely manner.

Nothing in subdivision (a) of Article 12 of this Contract is intended to or shall affect or alter the standard of judicial review applicable under Federal law to any opinion or determination implementing a specific provision of Federal law embodied in statute or regulation.

- (b) The Contracting Officer shall have the right to make determinations necessary to administer this Contract that are consistent with the provisions of this Contract, the laws of the United States and the State of California, and the rules and regulations promulgated by the Secretary. Such determinations shall be made in consultation with the Contractor to the extent reasonably practicable.

#### PROTECTION OF WATER AND AIR QUALITY

13. (a) The Friant Division Project Facilities used to convey Non-Project Water pursuant to this Contract shall be operated and maintained in the most practical manner to maintain the quality of said water at the highest level possible as determined by the Contracting Officer: *Provided*, That the United States does not warrant the quality of the Non-Project Water discharged into the Kern River and is under no obligation to furnish or construct water treatment facilities to maintain or improve the quality of said water.

(b) The Contractor shall comply with all applicable water and air pollution laws and regulations of the United States and the State of California; and shall obtain all required permits or licenses from the appropriate Federal, State, or local authorities necessary for the conveyance and discharge of the Non-Project Water; and

shall be responsible for compliance with all Federal, State, and local water quality standards applicable to surface and subsurface drainage and/or discharges generated through the use of Federal or other facilities for the conveyance of the Non-Project Water.

(c) This Article shall not affect or alter any legal obligations of the Secretary to provide drainage or other discharge services.

(d) Prior to initial introduction of the Non-Project Water into the Friant Division Project Facilities, and at all times thereafter during the term of this Contract, the Contractor shall be in compliance with the requirements of the then-current Quality Assurance Project Plan (Plan) prepared by the Contracting Officer. Said Plan describes the water testing procedure and data review process and identifies the water collection team, collection protocol, data quality objectives, laboratory and data review. Collection protocol includes sample-collection documentation in logbook, double-blind quality assurance samples incorporated with groundwater samples, sample handling, and the transport of samples to laboratory with chain of custody. Exhibit C, attached hereto and made a part hereof, includes a list of acceptable standards of constituents in the Non-Project Water that must at a minimum, be analyzed and achieved prior to the introduction of the Non-Project Water into the Friant Division Project Facilities. All sampling and analyses of the Non-Project Water must be conducted by a Reclamation-approved laboratory at the expense of the Contractor. The then-current Plan includes a list of approved laboratories. The Contracting Officer shall be responsible for reviewing laboratory results for compliance, accuracy, and precision and for



distributing the results to the Contractor and to the appropriate Reclamation Area Office. Samples collected incorrectly may require recollection. The Reclamation Area Office is responsible for providing final approval of the Non-Project Water to be conveyed. The Contractor assumes responsibility for all water sampling and water treatment costs required pursuant to this Contract. The Contracting Officer reserves the right to request additional analyses and conduct sampling to ensure the Non-Project Water meets Reclamation's water quality acceptance criteria.

(e) If it is determined by the Contracting Officer that the quality of the Non-Project Water from one or more sources identified in Exhibit A will significantly degrade the quality of Project water in or introduced into the Friant Division Project Facilities, the Contractor shall, upon receipt of a written notice from the Contracting Officer, arrange for the immediate termination of the introduction of Non-Project Water from such sources(s) into the Friant Division Project Facilities, and Exhibit A shall be modified to delete such sources(s) of Non-Project Water.

#### EQUAL EMPLOYMENT OPPORTUNITY

14. During the performance of this Contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, disability, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, disability, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### CERTIFICATION OF NONSEGREGATED FACILITIES

15. The Contractor hereby certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to

perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, disability, or otherwise. The Contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Employment Opportunity clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR  
CERTIFICATIONS OF NONSEGREGATED FACILITIES**

Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually). Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**GENERAL OBLIGATION--BENEFITS CONDITIONED UPON PAYMENT**

16. (a) The obligation of the Contractor to pay the United States as provided in this Contract is a general obligation of the Contractor notwithstanding the manner in which the obligation may be distributed among the Contractor's water users and notwithstanding the default of individual water users in their obligation to the Contractor.

(b) The payment of charges becoming due pursuant to this Contract is

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condition precedent to receiving benefits under this Contract. The United States shall not convey Non-Project Water through Friant Division Project Facilities during any period in which the Contractor is in arrears in the advance payment of established Rates or any operation and maintenance charges due the United States or the Operating Non-Federal Entity.

#### BOOKS, RECORDS, AND REPORTS

17. (a) The Contractor shall establish and maintain accounts and other books and records pertaining to administration of the terms and conditions of this Contract, including the Contractor's financial transactions; water supply data; project operation, maintenance, and replacement logs; project land and rights-of-way use agreements; and water-use data; and other matters that the Contracting Officer may require. Reports shall be furnished to the Contracting Officer in such form and on such date or dates as the Contracting Officer may require. Subject to applicable Federal laws and regulations, each party to this Contract shall have the right during office hours to examine and make copies of the other party's books and records relating to matters covered by this Contract.

(b) Notwithstanding the provisions of subdivision (a) of this Article, no books, records, or other information shall be requested from the Contractor by the Contracting Officer unless such books, records, or information are reasonably related to the administration or performance of this Contract. Any such request shall allow the Contractor a reasonable period of time within which to provide the requested books, records, or information.

(c) At such time as the Contractor provides information to the Contracting Officer pursuant to subdivision (a) of this Article, a copy of such information shall be provided to the Operating Non-Federal Entity.

#### CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS

18. The expenditure or advance of any money or the performance of any obligation of the United States under this Contract shall be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any obligations under this Contract. No liability shall accrue to the United States in case funds are not appropriated or allotted.

#### ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED

19. (a) The provisions of this Contract shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this Contract or any right or interest therein by either party shall be valid until approved in writing by the other party.

(b) The assignment of any right or interest in this Contract by either party shall not interfere with the rights or obligations of the other party to this Contract absent the written concurrence of said other party.

(c) The Contracting Officer shall not unreasonably condition or withhold approval of any proposed assignment.

#### OFFICIALS NOT TO BENEFIT

20. No Member of or Delegate to the Congress, Resident Commissioner, or official of the Contractor shall benefit from this Contract other than as a water user or landowner in the same manner as other water users or landowners.

#### COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

21. (a) The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112, as amended), the Age Discrimination Act of 1975 (42 U.S.C. 6101, *et seq.*), Title II of the Americans with Disabilities Act of 1990 if the entity is a State or local government entity [Title III if the entity is a non-government entity], and any other applicable civil rights laws, as well as with their respective implementing regulations and guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.

(b) These statutes require that no person in the United States shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation on the grounds of race, color, national origin, disability, or age. By executing this Contract, the Contractor agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

(c) The Contractor makes this agreement in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other Federal financial assistance extended after the date hereof to the Contractor by the Bureau of Reclamation, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal assistance will be extended in reliance on the representations and agreements made in this Article and that the United States reserves the right to seek judicial enforcement thereof.

(d) Complaints of discrimination against the Contractor shall be investigated by the Contracting Officer's Office of Civil Rights.

#### CHANGES IN CONTRACTOR'S ORGANIZATION

22. While this Contract is in effect, no change may be made in the Contractor's organization, by inclusion or exclusion of lands or by any other changes which may affect the respective rights, obligations, privileges, and duties of either the United States or the Contractor under this Contract including, but not limited to, dissolution, consolidation, or merger, except upon the Contracting Officer's written consent.

### CONTRACT DRAFTING CONSIDERATIONS

23. The double-spaced Articles of this Contract have been drafted, negotiated, and reviewed by the parties hereto, each of whom is sophisticated in the matters to which this Contract pertains, and no one party shall be considered to have drafted the stated articles.

### NOTICES

24. Any notice, demand, or request authorized or required by this Contract shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or delivered to the Area Manager, Bureau of Reclamation, South-Central California Area Office, Area Manager, 1243 "N" Street, Fresno, California 93721, and on behalf of the United States, when mailed, postage prepaid, or delivered to the Board of Trustees of Delta Lands Reclamation District No. 770, P.O. Box 877, Corcoran, California 93212. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this Article for other notices.

IN WITNESS WHEREOF, the parties hereto have executed this Contract  
as of  
the day and year first above written.

THE UNITED STATES OF AMERICA

By:

\_\_\_\_\_  
Regional Director, Mid-Pacific Region  
Office,  
Bureau of Reclamation

DELTA LANDS RECLAMATION DISTRICT NO. 770

(SEAL)

By:

\_\_\_\_\_  
President of the Board of Trustees

Attest:

By: \_\_\_\_\_  
Secretary of the Board of Trustees

DRAFT